

REORGANIZATION PLAN DRAFT

SAU Submitting: Proposed Regional School Unit #7

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Date to be Submitted by School Administrative Unit (SAU): September 30, 2008

Proposed Regional School Unit (RSU) Operational Date: July 1, 2009

Preamble

The outcome sought with the implementation of this plan is a school district where all students receive an equitable and effective learning experience in comparable physical facilities.

1. The units of school administration to be included in the proposed reorganized regional school unit.

The proposed RSU includes the following school administrative units:

City of Ellsworth, a municipal school unit
Town of Franklin, a municipal school unit
Town of Hancock, a municipal school unit
Town of Lamoine, a municipal school unit
Town of Mariaville, a municipal school unit
Town of Otis, a municipal school unit
Town of Steuben, a municipal school unit
Flanders Bay Community School District
(Franklin, Gouldsboro, Sorrento,
Steuben, Sullivan and Winter Harbor)
Maine School Administrative District 26
(Eastbrook and Waltham)
Peninsula Community School District
(Gouldsboro and Winter Harbor)
Schoolodic Community School District
(Sorrento and Sullivan)

2. The size, composition and apportionment of the governing body.

and

3. The method of voting of the governing body.

The governing body of RSU 7 will be made up of directors elected from each municipal unit involved in the RSU. There shall be 15 directors with three from Ellsworth and one from each of the other member municipalities elected following the election procedures of the individual municipalities. The duties and election of directors shall be in accordance with 20-A M.R.S.A. Chapter 103-A, Subchapter 3.

The method to be used for voting by the RSU Board of directors shall be a weighted voting system where by each member shall represent the total population of the municipality he or she represents. In the case where there is more than one director from a municipality, the weight of each director from that municipality will be the municipality's total population divided by the number of directors from that municipality. As such, the votes shall be weighted as follows:

Town	Population	% of Population	# of Votes	# of Members	Votes per member	% voting power per member	Excess over Equal	Combined Weight
Sorrento	277	1.40%	277	1	277	1.40%	-5.27%	1.40%
Waltham	293	1.48%	293	1	293	1.48%	-5.19%	1.48%
Eastbrook	364	1.84%	364	1	364	1.84%	-4.83%	1.84%
Mariaville	511	2.58%	511	1	511	2.58%	-4.09%	2.58%
Otis	518	2.61%	518	1	518	2.61%	-4.05%	2.61%
Winter Harbor	975	4.92%	975	1	975	4.92%	-1.75%	4.92%
Steuben	1122	5.66%	1122	1	1122	5.66%	-1.01%	5.66%
Sullivan	1250	6.30%	1250	1	1250	6.30%	-0.36%	6.30%
Franklin	1447	7.30%	1447	1	1447	7.30%	0.63%	7.30%
Lamoine	1682	8.48%	1682	1	1682	8.48%	1.81%	8.48%
Gouldsboro	2027	10.22%	2027	1	2027	10.22%	3.55%	10.22%
Hancock	2293	11.56%	2293	1	2293	11.56%	4.89%	11.56%
Ellsworth	7075	35.67%	7075	3	2358	11.89%	5.22%	35.67%
Totals	19,834	100.00%	19,834	15				100.00%

Each RSU Board member shall serve a 3-year term and shall receive as compensation \$25.00 per meeting of the Board. The initial terms of the members of the first RSU Board is provided for in Section 13-C.

4. The composition, powers and duties of any local school committees to be created.

There shall be no local school committees as part of this plan. This does not preclude the RSU Board from authorizing local school committees at some future time, provided the local school committee members are elected in accordance with §§2301-2307.

This plan does authorize the formation of local advisory committees as set forth in the Appendix 4-A.

5. The disposition of real and personal school property.

A. Real Property and Fixtures. Except as listed below, all real property interests, including without limitation land, buildings, other improvements to realty, easements, option rights, first refusal rights, and purchase rights, and all fixtures, of the SAUs and of any school unions of which they are members shall be property of the RSU. The RSU Board may require such deeds, assignments or other instruments of transfer as in its judgment is necessary to establish the region's right, title and interest in such real property and fixtures. The Reorganization Planning Committee (RPC) recommends that the new RSU Board seek to maintain all school facilities at a level at least equal to existing practices and to provide over time comparable physical facilities for all students. The RSU will provide easements for any public utilities or required public utility access crossing RSU property.

The following real property interests and associated fixtures shall not be transferred:

<u>Name of SAU</u>	<u>Description of Excluded Property</u>	<u>Owner Municipality</u>	<u>Expected Replacement Date</u>
Hancock MSD	Recreational Building	Hancock	N/A
Steuben MSD	Ella Lewis School	Steuben	N/A
Peninsula CSD	Old Peninsula School*	Winter Harbor	July 31, 2009
Ellsworth MSD	General Bryant E. Moore School*	Ellsworth	June 20, 2010
Ellsworth MSD	Dr. Charles Knowlton School*	Ellsworth	June 20, 2010

**the RSU shall retain use until the applicable replacement school construction project is completed.*

All real property and fixtures not described in the above list shall be transferred to the RSU. The RSU will recognize existing building committees working on school construction projects. Recreational areas transferred to the RSU will

continue to be maintained as recreational areas unless the school needs to be expanded for educational purposes. In such cases, comparable or better recreational areas will be created. The RSU will agree to the City of Ellsworth's plan to relocate the entrance to the high school.

The disposition of the above non-transferred property, if any, shall be to the municipality in which it is located. If needed, the RSU shall lease the property from the municipality under terms that provide for the uninterrupted educational use of the facilities and a clear understanding that during the period of such use, the RSU shall not have to pay rent but shall be responsible for the operating costs of the building. The lease shall clearly allocate any other responsibilities to be assumed by lessor and lessee.

Property assumed by the RSU that is not needed or reasonably likely to be needed in the future for educational purposes shall be offered to local municipality(ies) in accordance with 20-A M.R.S.A. § 4103. In the event that any municipality is allowed to withdraw from the RSU, ownership of school facilities and any related debt shall transfer to the successor RSU. The RSU shall adopt a policy providing for public use of school facilities consistent with past practices..

B. Personal Property. All other tangible school personal property, including movable equipment, furnishings, textbooks and other curriculum materials, supplies and inventories shall become property of the region as successor of the SAUs, except as listed below:

<u>Name of SAU</u>	<u>Description of Excluded Personal Property</u>
Peninsula CSD	Gouldsboro Bell
Schoodic CSD	Schoodic Bell
Schoodic CSD	Two Paintings by Jack Barter
Schoodic CSD	Painting by Mrs. Murphy
Schoodic CSD	Painting by Mary Walsh
Flanders Bay CSD	Painting of Dr. Sumner

The RSU Board may require such assignments, bills of sale or other instruments of transfer as in its judgment is necessary to establish the RSU's right, title and interest in such personal property. The disposition of the above non-transferred property shall be to the municipality in which it is located.

C. Agreements to Share or to Jointly Own Property. In cases where real or personal school property is shared or is jointly used by an SAU with a municipality or other party, the RSU shall be the successor in interest to the SAU, unless that shared or jointly used property has been excepted in the above list of excepted real property or, as applicable, the above list of excepted personal property. The RSU will negotiate with the City of Ellsworth for use of the city's garage.

6. The disposition of existing school indebtedness and lease-purchase obligations if the parties elect not to use the provisions of Section 1506 regarding the disposition of debt obligations.

A. Bonds, Notes and Lease Purchase Agreements That the RSU Will Assume. The RSU shall assume liability to pay the following local only bonds, notes and lease purchase agreements and their debt service costs shall be shared among all the municipalities in the RSU on the basis of the RSU's cost sharing formula for additional local costs:

Name of SAU	Year Issued	Original Principal Amount	Asset Acquired, Constructed or Renovated	Principal Balance as of July 1, 2009	Estimated Local Annual Debt Service	Final Maturity Date
Ellsworth	2008	1,335,890	K-8 School	1,335,890	120,000*	2030
Peninsula	2008	100,000	New School	130,000	12,000*	2030
Lamoine	2/1/07	648,200	Renovation	648,200	64,820**	4/1/2019
					196,820	

*These amounts are estimates and will be due annually beginning in 2010.

**The first payment is due April 1, 2010.

B. Defaulted Debt is Excluded from Being Assumed. Notwithstanding anything in this Plan to the contrary, except where legally required to do so, the RSU will not assume any bond, note or lease purchase agreement as to which the SAU is in breach or has defaulted.

C. Other Debt Not Assumed. Except as provided in this section and Section 7 of the Plan, the RSU will not assume liability for any bonds, notes or lease purchase agreements issued by an SAU prior to the operative date of the RSU. Debt service on the following projects which are eligible for inclusion in the municipalities' debt service allocation shall be paid in accordance with applicable State law:

Name of SAU	Year Issued	Original Principal Amount	Asset Constructed or Renovated	Principal Balance as of July 1, 2009	Final Maturity Date
Ellsworth	5/1/94	13,187,000	High School	2,871,305	5/1/14
Ellsworth	2008	34,798,187	K-8 School	34,798,187	2030
Peninsula	2008	11,880,000	New School	11,880,000	2030

7. The assignment of school personnel contracts, school collective bargaining agreements and other school contractual obligations.

A. School Personnel Contracts. A list of all written individual employment contracts to which each of the existing SAUs is a party is attached as Exhibit 7-A. Pursuant to Section XXXX-43(5), individuals on the list who are employed on the day before the operational date shall become employed by the RSU as of the operational date, and their contracts shall be assumed by the RSU on the operational date. This provision does not prevent the existing SAUs from terminating or nonrenewing the contracts of employees in accordance with applicable law before the operational date of the RSU. The list shall be updated and made final no later than the day before the operational date of the RSU.

A list of all employees of the existing SAUs who do not have written individual employment contracts is attached as Exhibit 7-B. Pursuant to Section XXXX-43(5), individuals on the list who are employed on the day before the operational date shall become employed by the RSU as of the operational date. This provision does not prevent the existing SAUs from terminating employment of the employees in accordance with applicable law before the operational date of the RSU. The list shall be updated and made final no later than the day before the operational date of the RSU.

The duties and assignments of all employees transferred to the RSU shall be determined by the Superintendent of the RSU or his/her designee.

B. School Collective Bargaining Agreements. The following collective bargaining agreements to which the SAUs are a party shall be assumed by the RSU Board as of the operational date:

UNIT	COLLECTIVE BARGAINING AGREEMENT	POSITIONS COVERED	NEXT TERMINATION DATE
Ellsworth	Ellsworth Education Association	Teachers	8/31/2010
Flanders	Frenchman's Bay Teachers' Association	Teachers	8/31/2010
Peninsula	Frenchman's Bay Teachers' Association	Teachers	8/31/2010
Schoodic	Frenchman's Bay Teachers' Association	Teachers	8/31/2010
Steuben	Frenchman's Bay Teachers' Association	Teachers	8/31/2010
Flanders	Sumner Mem. HS Educational Support Prof. Assoc	EdTechnicians	8/31/2011
Peninsula	Peninsula CSD Educational Technician Assoc.	Ed Technicians	8/31/2011
Schoodic	Frenchman's Bay Support Educator Association	Ed Techs, Cooks, Cust	8/31/2011
Hancock	Union River Valley Teacher's Association	Teachers	8/31/2009
Lamoine	Union River Valley Teacher's Association	Teachers	8/31/2011
MSAD 26	Union River Valley Teacher's Association	Teachers	8/31/2011
Beech Hill	Union River Valley Teacher's Association	Teachers	8/31/2010

All of the employer's rights and responsibilities with respect to collective bargaining shall be fully assumed by the RSU Board as of the operational date. The RSU Board will develop a plan to make labor contracts covering similar positions comparable over no more than a 6-year timeframe.

C. Other School Contractual Obligations. The RSU shall assume the following contracts as of the operational date:

UNIT	CONTRACTING PARTY	TYPE OF CONTRACT	EXPIRATION DATE
Ellsworth	SBC Management	Copiers	2011
Ellsworth	Siemens Building Tech	HVAC	7/31/09
Schoodic	Laidlaw Education Services	Student Transportation	8/31/2010
Steuben	West's Transportation Services	Student Transportation	6/30/2010
Union 96	Transco Business Technologies	Print Management Agreement	1/3/2009
Union 96	Transco Business Technologies	Copier Maintenance Agreement	7/15/2010
Flanders	M & T Trucking	Plowing	8/31/2010
Union 96	Gorham	Copiers	7/10/2010
Union 96	Tracey-Bunker Block II	Central Office Space	12/1/2011
Union 96	Town of Sullivan	Special Education Office	9/30/2009
Union 96	Town of Sullivan	Adult Learning Center	6/30/2010
Schoodic	Jeffrey Abbott	Plowing	8/31/2010
Union 92	First Student	Student Transportation	2013
Union 92	SPC Management	Copiers	2012
Union 92	A Copi	Copiers	2012
Mariaville	Mott Transportation	Student Transportation	2012

8. The disposition of existing school funds and existing financial obligations, including undesignated fund balances, trust funds, reserve funds and other funds appropriated for school purposes.

The overriding principle for the disposition of school funds is that costs and liabilities existing as of the creation date of the RSU should remain with the originating SAU. Obligations of an SAU comprised of more than one municipality shall be allocated to its member towns using the same allocation formula employed for the SAU budget.

A. Existing Financial Obligations. Pursuant to Section XXXX-36(5) the disposition of existing financial obligations is governed by this plan.

Existing financial obligations shall include the following:

- (i) all accounts payable;
- (ii) to the extent not included as accounts payable, any financial obligations which under generally accepted accounting principles would be considered expenses of the SAU for any year prior to the year the RSU becomes operational, whether or not such expenses were budgeted by the SAU in the year the obligations were incurred, but specifically excluding any liabilities for payroll and benefits that were earned prior to July 1, 2009 and are normally paid in July and August 2009. (See G.) ; and
- (iii) all other liabilities (excluding debt obligations covered in Section 7) arising under generally accepted accounting principles that can be reasonably estimated and are probable.

Each SAU shall satisfy its existing financial obligations from all legally available funds. If an SAU has not satisfied all of its existing financial obligations, the SAU shall transfer sufficient funds to the RSU to satisfy its remaining existing financial obligations, and the RSU Board shall be authorized to satisfy those existing financial obligations on behalf of the SAU. If the SAU does not transfer to the RSU sufficient funds to satisfy its existing financial obligations, then to the extent permitted by law, the RSU Board may satisfy those obligations from balances that the SAU transfers to the region. If the available balances

transferred are insufficient to satisfy the SAU's existing financial obligations, or are not legally available for that purpose, the RSU Board may take any action permitted by law so that all of the municipalities of the region are treated equitably with respect to the unsatisfied existing financial obligations of an SAU. For example, to the extent permitted by law, the RSU Board may satisfy the unpaid existing financial obligations of an SAU in the same manner and with the same authority as for unassumed debt under the provisions of 20-A M.R.S.A. § 1506(4).

Additionally, to the extent permitted by law, if in the judgment of the RSU board it must raise funds from all its members to satisfy existing financial obligations of an SAU, the RSU board also shall be authorized to raise additional amounts for the purpose of making equitable distributions (which may be made in the form of credits against assessed local shares of the region's approved budget) to those region members that would otherwise bear costs attributable to unsatisfied existing financial obligations of an SAU for which they had no financial responsibility. The intent of the preceding sentence is that financial responsibility for unsatisfied existing financial obligations of an SAU be borne by its members and not by the other members of the region.

B. Unallocated Balances. Such balances represent surplus remaining in the SAU on the creation date of the RSU after the SAU has satisfied existing financial obligations in accordance with this plan. Unallocated balances shall be paid to the treasurer of the RSU, verified by audit and used to reduce that SAU's contribution to the RSU as provided by Section XXXX-43(4).and by Section G. below. Unallocated balances for SAU's comprised of more than one municipality shall be allocated to the applicable member towns to reduce their contributions to the RSU using the same allocation formula employed for sharing additional local funds in the most recent SAU budget. These balances shall then be used to reduce the contribution to the RSU on a ratable monthly basis over the initial fiscal year of the RSU.

C. Reserve Funds. Unless contrary to state law, segregated reserve funds established by municipalities for school purposes shall be transferred to the RSU and shall be allocated to those municipalities. Reserve funds established by an SAU comprised of more than one municipality shall be transferred to the RSU and shall be allocated to the member towns of the SAU using the same allocation formula employed for the most recent SAU budget. Such funds must either be used (1) in accordance with its original purpose to benefit a school or schools of the applicable towns only or (2), unless contrary to state law, as unallocated balances for the benefit of the applicable towns. Such determinations shall be made by the SAU school board, and absent such instructions, reserve funds shall be used in accordance with (1) above.

Transferred reserve funds shall be subject to Title 20-A M.R.S.A. § 1491, except that the transfer of funds in a reserve fund or a change in purpose of the fund may only occur in such manner that the funds continue to benefit the members of the SAU that transferred that reserve fund to the RSU.

D. Encumbered Funds. Such funds reflect the liability of the originating SAU on the creation date of the RSU and are to be transferred to the RSU in full to pay off the entire related liabilities. These funds are not “unallocated funds” and are not to be considered in the computation of the transfer credit for unallocated balances.

E. Scholarship Funds. SAUs shall transfer remaining balances of scholarship funds to the RSU. These funds are to be used consistent with the donor’s intent. If the intent can no longer be met such funds shall be distributed first in accordance with the directive of the donor or, in the absence of such a directive in accordance with applicable law.

F. Trust Funds. SAUs shall transfer trust funds to the region, except that in the case of non-scholarship trust funds of a municipal school unit, the municipal officers shall remain as trustees if permitted under the terms of the trust. Otherwise, the RSU shall be the successor trustee of non-scholarship trust funds transferred to the RSU unless the trust provides otherwise or where trusts that exist for the sole benefit of a municipality can be transferred to the municipality. The funds shall be used in accordance with the intent of the trust. If a school is closed, unless the trust specifies otherwise, the funds shall follow the students that would otherwise have attended the closed school.

G. Payroll and Benefits. Any liabilities for payroll and benefits that were earned prior to July 1, 2009 and would normally be paid in July and August 2009 shall be paid by the RSU. These liabilities have not been accrued by Ellsworth and Union 92 SAUs but have been accrued by the Union 96 SAUs. Consequently, the following municipalities shall receive a credit for such amounts previously accrued or already paid in June:

Franklin	\$91,388
Gouldsboro	\$259,937
Sorrento	\$38,961
Steuben	\$215,476
Sullivan	\$318,968
Winter Harbor	\$74,305

The above amounts will be credited to each municipality to reduce its RSU assessments over a one, two or three year period as specified by the municipal officers of each municipality. APPENDIX 12 – B shows the impact of crediting the amounts equally over a three year period.

9. A transition plan that addresses the development of a budget for the first school year of the reorganized unit and interim personnel policies.

A. After the certification of the RSU by the State Board of Education, existing SAU school boards will elect an interim secretary in accordance with State law. Concurrent with this election and to the extent permitted by State law, school board members from each municipality shall appoint from their membership one representative or in the case of Ellsworth three representatives to serve on an interim RSU Board until the election of the permanent RSU Board. The responsibilities of the interim RSU Board shall be to initiate (1) the superintendent search process; (2) the 2009-2010 budget process; and (3) the drafting of the 2009-2010 school calendar. The interim secretary shall serve as secretary to the interim RSU Board.

B. The Plan seeks to minimize disruption during school district reorganization. The RPC shall remain in existence to consult with the interim RSU Board or the permanent RSU Board and shall help prepare the RSU Boards for their work to the extent that the RSU Boards requests such assistance.. The RPC recommends that the RSU Board be elected on January 27, 2009 or as soon thereafter as practical in accordance with 20-A M.R.S.A. § 1472-A. The RSU Board shall have the transitional powers and duties provided by 20-A M.R.S.A. § 1461-A.

C. Transition Plan for Personnel Policies. All personnel policies existing in the previous SAUs shall continue to apply to the same employment positions after they become part of the RSU. The RSU board and superintendent will develop and adopt region-wide policies in accordance with applicable law.

10. Documentation of the public meeting or public meetings held to prepare or review the reorganization plan.

All RPC meetings have been open to the public and evidenced by meeting minutes that have been available over the Internet. Public meetings were specifically called to review the reorganization plan. Minutes of the meeting are attached as Exhibit 10-A:

Date of Public Meeting	Time	Location
September 10, 2008	6:30 pm	Ellsworth High School
September 15, 2008	6:30 pm	Sumner Memorial High School

Additional public meetings will be held throughout the proposed RSU prior to the scheduled public referendum vote.

11. An explanation of how units that approve the reorganization plan will proceed if one or more of the proposed members of the regional school unit fail to approve the plan.

Pursuant to Section XXXX-36(9) municipalities will vote on the proposed plan by the following SAUs: Ellsworth, Hancock, Lamoine, Mariaville, Otis, MSAD 26 and Flanders Bay CSD. If one or more of these proposed SAU members of the RSU fail to approve the plan, the SAUs that approve the plan shall proceed as follows:

If, despite rejection by one or more municipalities in a multi-municipal SAU with the proposed RSU, the plan is approved by each of the applicable SAUs pursuant to Section XXXX-36(9), the plan is approved for all proposed members of the RSU in accordance with Section XXXX-36(9).

If the plan is rejected by one or more SAUs listed in the first paragraph of this Section 11, but is accepted by SAUs listed in the first paragraph of this Section 11 representing at least 1,200 resident pupils, as measured by the average of the 2007 April and 2007 October resident pupil counts (see table below for pupil counts), then in such case the membership of the RSU shall include those SAUs listed in the first paragraph of this Section 11 that approved the plan. If the plan is approved by less than 100% of the SAU's listed in the first paragraph of this section 11, the board composition, voting method and cost sharing method of the RSU shall be automatically amended to include only those SAUs that approved the plan using the same methods employed in this plan.

School Administrative Unit	SAU Resident Pupils	Towns in SAU	Resident Pupils
Ellsworth	1,052.0		
Hancock	333.5		
Lamoine	211.0		
Mariaville	81.0		
Otis	75.0		
SAD 26	113.0	Eastbrook	66.0
		Waltham	47.0
Flanders Bay CSD	821.0	Franklin	199.0
		Gouldsboro	207.5
		Sorrento	20.5
		Steuben	169.0
		Sullivan	168.5
		Winter Harbor	56.5
TOTAL	2,686.5		

12. An estimate of the cost savings to be achieved by the formation of a regional school unit and how these savings will be achieved.

Initial cost savings are estimated to be \$225,000 annually. This includes a savings of \$25,000 in closing one of the three present central offices and \$200,000 in reduced personnel costs as illustrated in Appendix 12-A. Appendix 12-B shows the financial impact on the tax obligation of each member municipality of the proposed RSU after consideration of these savings along with other adjustments reflecting changes in state aid, reallocation of debt (from Section 6) and adjustment for summer payroll (from Section 8).

The RSU will also incur additional costs, but such costs are expected to be offset by further savings to be realized over time. Areas of increased costs may include

- a. Legal expenses associated with deed and property transfers, policies, referenda and elections, collective bargaining and personnel issues.
- b. Accounting expenses associated with bringing 11 separate SAU's together
- c. Alignment of labor contracts

Areas of additional savings may include

- a. Reduced insurance premiums from combining policies
- b. Reduced audit fees in having only one school district
- c. Shared instructional positions that will allow for expanded program opportunities throughout the RSU while eliminating overlapping positions in each SAU
- d. Common commodity purchases for various items ranging from food to paper supplies
- e. Reduced transportation costs by combining some routes that presently serve separate SAUs

Appendix 12-C lists the Department of Education estimates of the annual penalties that will be assessed each SAU if this plan is rejected.

13. Such other matters as the governing bodies of the school administrative units in existence on the effective date of this chapter may determine to be necessary.

See Sections 13-A through 13-H.

13-A. Plans to reorganize administration, transportation, building and maintenance and special education.

This section is not applicable to proposed RSU's, including ours, where the effective date is July 1, 2009. Proposed staffing in these respective areas, however, are listed in Appendix 12-A.

13-B. Cost Sharing in Regional School Units.

The RSU may raise money, in addition to the required local contribution pursuant to Title 20-A, Section 15690, subsection 1 for educational purposes.

The additional local costs of operating the RSU shall be shared among all the municipalities within the RSU on the basis of the following formula:

each member municipality shall be responsible for its percentage share of additional local funds raised by the RSU, calculated on the basis of that municipality's percentage of the total amount of additional local funds as calculated raised by all of the municipalities in the RSU for FY 2009.

This local cost sharing formula applies only to the amount, if any, of additional local funds and non-state funded debt service raised by the RSU. It does not apply to the required local contributions raised by each municipality pursuant to 20-A M.R.S.A. § 15688.

Amendments to this cost sharing formula may incorporate any factor or combination of factors permitted by law in addition to or in lieu of fiscal capacity and resident pupils.

The method of amending the cost-sharing formula is as follows:

A. If requested by a written petition of at least 10% of the number of voters voting in the last gubernatorial election within the RSU, or if approved by a majority of the full RSU board, the RSU board shall hold at least one meeting of municipal representatives to reconsider the method of sharing costs; provided, however, that the RSU board shall take such action as may be necessary to ensure that the first such meeting will be held no later than July 1, 2015. The region shall give at least 15 days' notice to each municipality comprising the region of any meeting.

B. Each member municipality must be represented at the meeting or meetings by 2 representatives chosen at large by its municipal officers, and one member of the RSU board chosen by the municipality's municipal officers.

Prior to the first meeting of municipal representatives the region shall engage the services of a facilitator selected from the list, if any, maintained by the commissioner. The facilitator shall:

(1) At the first meeting, review and present data and information pertaining to sharing of costs within the region. Pertinent information may include, but is not limited to, a description of the region's cost-sharing method, the elements involved in the calculation of each municipality's costs and a graphic depiction of the current and historic distribution of costs in the region.

(2) Solicit and prepare a balanced summary of the concerns of municipal officials, educators and the public about the current method of cost sharing; and

(3) Develop a plan of action for consideration by the municipal representatives that responds to the information collected and the concerns raised. The plan of action must include a list of expectations for the conduct of the parties, options for proceeding and an assessment of the likely success of those options.

C. A change in the method of sharing costs may only be approved by a two-thirds vote of the municipal representatives present and voting.

D. If a change in the cost-sharing method is approved by a two-thirds vote of the municipal representatives meeting pursuant to paragraph A, the change must be submitted to the voters at a referendum election. It becomes effective when approved by a majority vote of the region in a referendum called and held for this purpose in accordance with sections 1501-1504 of Title 20-A, except that, if the proposed change in the cost-sharing plan is based in whole or part on factors other than fiscal capacity or pupil count, the change must be approved by a majority of voters voting in each municipality in the region.

E. If approved at referendum, assessments made by RSU Board thereafter must be made in accordance with the new method of sharing costs.

F. The secretary of the region shall notify the state board that the region has voted to change its method of sharing costs. The state board shall issue an amended certificate of organization showing this new method of sharing costs.

13-C. Election of initial board of directors.

The election of the initial Board of Directors of RSU 7, shall follow the procedures outlined in 20-A M.R.S.A, § 1472 § 1472-A and § 1472-B, except that (i) the Ellsworth board terms shall include a one-year, a two-year and a three-year term and (ii) the length of term for each of the other municipalities shall be determined by the drawing of lots conducted by the members of the RPC at a posted meeting and made part of this plan. Four of the remaining municipalities shall elect directors to a one-year term, four shall elect directors to a two-year term, and four shall elect directors to a three-year term. Directors elected to the initial RSU Board shall serve a minimum of their specified term before being up for re-election.

13-D. Tuition Contracts and School Choice.

1. Tuition Contracts

The following tuition contracts are in existence as of the date of this Plan:

SAU	Other Party	Description	Termination Date
Hancock	MDI High School	High School Tuition	June 30, 2010
Lamoine	MDI High School	High School Tuition	June 30, 2010
MSAD 26	MDI High School	High School Tuition	June 30, 2010
Otis	MDI High School	High School Tuition	June 30, 2010
Mariaville	MDI High School	High School Tuition	June 30, 2010

Each of the above tuition contracts will be assumed by the RSU. The RSU shall be responsible for tuition costs under these tuition contracts up to the RSU's tuition rate calculated in accordance with 20-A M.R.S.A. §5805. The sending municipality in the RSU shall be responsible for any tuition amounts over the established tuition rate of the RSU as provided by 20-A M.R.S.A. §1479(5)(A).

2. School Choice

The following SAUs offer some or all of their students a choice of which school to attend:

SAU	Description
Hancock	High School choice with tuition paid up to State approved rate, except for agreement with MDI High School per contract
Lamoine	High School choice with tuition paid up to State approved rate, except for agreement with MDI High School per contract
MSAD 26	High School choice with tuition paid up to State approved rate, except for agreement with MDI High School per contract
Otis	High School choice with tuition paid up to State approved rate, except for agreement with MDI High School per contract
Mariaville	High School choice with tuition paid up to State approved rate, except for agreement with MDI High School per contract
Franklin	K-8 choice with tuition paid up to State approved rate for Mountain View School

As provided for in law, grade levels in the existing SAUs that have choice of schools as of the operational date shall continue to have the same choices in the RSU. The RSU will assume the tuition cost up to the amount established by the Department of Education for the RSU, and the sending municipality shall be responsible for any amounts that exceed the RSU's tuition up to the tuition rate of the contract school serving that municipality, if any. Amounts above the tuition rate of the contract school serving that municipality, if any, shall be borne by the sending municipality or the legal guardian(s) of the student depending upon the tuition policy of the applicable SAU as of the operational date of the RSU.

The RPC recommends that the new RSU Board and Superintendent seek to make school choice options more equitable across all municipalities in the RSU.

13-E. Claims and Insurance.

Disclosure of claims

The parties are not aware of any lawsuits, administrative complaints, due process proceedings, notices of claim and other claims existing as of September 30, 2008.

Upon approval of this plan, the SAUs will identify all of their existing property, casualty, liability and errors and omissions insurance policies. Each insurance carrier will be notified of the impending reorganization, and there will be a thorough discussion with an insurance agent and/or carriers addressing the following issues:

- Pending claims
- Claims arising before reorganization but asserted after reorganization: The RSU will acquire insurance, effective no later than the operational date, that will cover claims that arise before the operational date but are asserted after that date.

13-F. Vote to submit reorganization plan to Commissioner.

Before submitting a reorganization plan to the Commissioner of Education the governing body of each SAU shall adopt the following vote:

Vote to be Adopted by [School Committee/Board] to Submit Reorganization Plan to Commissioner:

VOTED: That the provisions included in the school reorganization plan prepared by the Reorganization School Unit #7 Reorganization Planning Committee to reorganize into a regional school unit with an operational date of July 1, 2009, are determined to be necessary within the meaning of Section XXXX-36(5)(M) and that the Superintendent of Schools be, and hereby is, authorized and directed to submit the school reorganization plan to the Commissioner of Education on behalf of this school administrative unit by September 30, 2008.

13-G. Section for RSUs with fewer than 2,500 students

The proposed RSU will have approximately 2,600 students if all SAU's approve the plan.

13-H. CTE Region(s).

The RSU Board will oversee the Hancock County Technical Center in the same manner as presently employed by the Ellsworth School Committee.

APPENDIX 4-A

Local Advisory Committee

The formation of a local advisory committee (LAC) is hereby authorized as part of the formation plan of RSU 7 under the terms and conditions set forth below.

1. The formation of a LAC shall be for the purpose of providing advice to the building administrator, the RSU Board of Directors, and the community as it pertains to its school.
2. The LAC is school based.
3. The formation of a LAC is not mandatory, however, if a school and community decides to form a LAC, it must adhere to these terms and conditions.
4. There must be at least one RSU Board member on the LAC. It is understood that all members of the RSU Board from communities sending students to that school may be members of the LAC for that school.
5. Community members of the LAC shall be selected in a manner determined by the governing body in each community.
6. An RSU Board member shall chair the LAC.
7. The LAC secretary shall be the building administrator or his/her designee, who must be present for all meetings.
8. The superintendent of schools shall be an ex officio member of the LAC.
9. Employees may not be members of the LAC.
10. The LAC shall operate under the same rules and procedures as the RSU Board.
11. The LAC shall make an annual report to the community(ies), which may include a recommendation to the governing body on whether or not to continue the LAC.

APPENDIX 7 – A Page 1 of 2
Proposed RSU 7
Personnel with Individual Employment Contracts

SAU	EMPLOYEE	POSITION	CONTRACT EXPIRES	
Union 92	Boothby, Jim	Superintendent	2010	
	Smith, Susan	Curriculum Coordinator	2011	
	Bridgham, David	Business Mgr.	2011	
	Gilpatrick, Kathy	Secretary	2009	
	Connors, Nola	Accountant	2009	
	Campbell, Susan	Cleric. Support		
	Grohoski, Jacqueline	Nurse		
HANCOCK	Hammer, Michael	Principal	Contract	
LAMOINE	Perkins, Val	Interim Principal	2009	
UNION 96	William Webster	Superintendent	2010	*
	Patti Riggs	Fiscal Coordinator	2010	*
	Catherine Ring	Administrative Assistant	2010	*
FLANDERS	Ann McCann	Curriculum Coordinator	2010	*
	Ralph Spaulding	Special Ed Director	2010	*
	Cynthia Lowe	Special Ed Adm. Assistant	2009	*
	Christine Alvarado	Special Ed Secretary	2009	*
	Michael Eastman	Principal	2010	
	Daniel Clifford	Assist. Principal/Athletic Director	2009	
	Tammy Light	Administrative Assistant	2009	
	Judie Temple	Secretary	2009	
	Angela Somers	Elem. Athletic Director	2009	*
	Linda Penkalski	Guidance Director	2009	
	Lucille Null	Guidance Secretary	2009	
	Ann Slayton	Adult Ed Director	2010	
	Jean Guyette	Adult Ed. Adm. Assistant	2009	
	Sally Daniels	College Transitions Coordinator	2009	
	Trudy Martin	Adult Ed Teacher	2009	
	Ronda Alley	Adult Ed Teacher	2009	
	Jessica Witham	Adult Ed Teacher	2009	
	Jennifer Johnson	Adult Ed Secretary	2009	
	Gordon Harrington	Maintenance Supervisor	2009	
	Barrie Stager	Physical Therapist	2009	*
	Abigail Gaddis	Occupational Therapist	2009	*
	Kate Keeton	Occupational Therapist	2009	*
	Amy Kennedy	Speech Therapist	2009	*
	Wendy Gignoux	School Nurse	2009	*
	Elizabeth Russet	School Nurse	2009	*
	Raymond Woodworth	Technology Coordinator	2009	*

*Flanders Bay acts as the fiscal agent for these employees. Costs are shared amongst all U96 units.

APPENDIX 7 – A Page 2 of 2
Proposed RSU 7
Personnel with Individual Employment Contracts

SAU	EMPLOYEE	POSITION	CONTRACT EXPIRES
	Holly Chipman	Secretary	2009
	Wendy Hooper	Bookkeeper/Bus Driver	2009
	George Bamford, Sr.	Bus Driver	2009
	Charles Bagley	Bus Driver	2009
	Danny Mitchell	Bus Driver	2009
	Joseph Grover	Bus Driver	2009
STEUBEN	Darlene Falabella	Teaching Principal	2010
	Judith Hopper	Administrative Assistant	2009
	Terry Willey	Ed. Tech. III	2009
	Meghan Scott	Ed. Tech. III	2009
	Priscilla Kennedy	Cook	2009
	Sandra Guptill	Cook	2009
	Katrina Preble	Custodian	2009
	Vacancy	Custodian	2009
ELLSWORTH	Brown, Jay	Athletic Director	6/30/2010
	Connors, William	EHS Principal	6/30/2010
	Daily, Frances Ray	Food Service Director	6/30/2010
	Gray, Russell	Maintenance/Transportation Director	6/30/2010
	Jordan, Janet	Finance Director	6/30/2010
	Kane, Katrina	HCTC Director/Curriculum Coor	6/30/2010
	Maddocks, Robert	Adult Education Director	6/30/2010
	McEachern-Murphy, Carol Ann	Social Worker	8/31/2009
	Newett, James	EMS Principal	6/30/2010
	Peterson-Roper, Amy	CCK Principal	6/30/2010
	Pierpont, Charles	Maintenance Supervisor	6/30/2009
	McKenney, Kelly	Health Grant Coordinator	8/31/2009
	Vacancy	Aspire Grant Director	8/31/2009
	Thomas, Brenda	Title I Grant/Read 180 Coordinator	6/30/2009
	Bonney, Diane	English as Second Language Teacher	8/31/2009
	Burgess, Gary	Special Education Consultant	8/31/2009
	Dyer, Elizabeth	Speech Therapist (Pt Time)	8/31/2009
	Frederick, Danica	Occupational Therapist	8/31/2009
	Gagne-Beckwith, Melissa	Special Education Director	6/30/2010
	Jones, Lisa	Physical Therapist	6/30/2009
	Maddocks, Lynn	Special Education Director	6/30/2010
	Thibeau, Jeffrey	Occupational Therapist Assistant	8/31/2009

APPENDIX 7 – B
Proposed Regional School Unit 7
Personnel without Individual
Employment Contracts

SAU	EMPLOYEE	POSITION
HANCOCK	Brochu, Vicki	SpEdTech II
	Coffin, Sheila	Secretary/Bookke
	Dupuis, Michell	Nurse
	Egan, Charles	Custodian
	Emery, Robbie	SpEd Tech I
	Gatcomb, Marcia	EdTech I
	Gavin, Sharon	Custodian
	Grindle, Julie	EdTech III
	Hardy, Linda	SpEdTech II
	Johnston, Lisa	Food Service Mgr
	Kerwock, Paul	EdTech III
	Louder, Lillian	EdTech III
	Butterwick, Deborah	SpEdTech II
	Schimpf, Shannon	EdTech I
	Stratton, Nelle	Asst Cook
	Young, Tina	SpEdTech III
LAMOINE	Anderson,Betty	Secretary/Bookke
	Boynton, Dorreen	Asst.Cook
	Bright,Franklin I	Custodian
	Chamberland,Ronda	SpEdTech II
	Donovan,Christine	SpEdTech I
	Engstrom,Barbara	SpEdTech I
	Gordon,Theresa	SpEdTech I
	Stratton,Barbara	Food Service Mgr.
	Turner,Timothy	Asst.Custodian
	Veysey, Robin	Library EdTech III
MSAD 26	Whitaker, Lee	SpEdTech III
	Bichard-Tardy,Danielle	SpEdTech II
	Bunker, Charlene	Nurse Pt Time
	Davis, Linda	Pt Time Custodian
	Davis, Nellie *	Pt Time Custodian
	Edes, Doris	SpEd Tech I
	Hare, Gail	SpEdTech I.8 & Library .2
	Hellum, Dolly	Secretary/Book/NurseAsst.
	Wilbur, Methel	SpEd Tech II
OTIS/MARIAVILLE		
	Austin,Elizabeth	Food Service Mgr.
	Hummel,Stacey	Secretary/Bookkeep
	Lenfest, Lois	Ed Tech I
	Marler, Janice	Asst.Cust./Asst.Cook
	Rubey, David *	Custodian
	Saffell, Lori	Ed Tech I

APPENDIX 7 – B
Proposed Regional School Unit 7
Personnel without Individual
Employment Contracts

SAU	EMPLOYEE	POSITION
FRANKLIN	Albert Smith	Bus Driver
	Michelle Tracy	Bus Driver
	Nancy Rogers	Bus Driver
ELLSWORTH	KATHLEEN EATON	Cook
	EDITH HARDISON	Cook
	ROBYN PATTERSON	Cook
	CATHY AMES	Educational Technician
	ELLEN BEEKMAN	Educational Technician
	EMILY BERNARD-LUNDE	Educational Technician
	AMBER BOOTH-FERNANDEZ	Educational Technician
	MONICA CZERNIAWSKI	Educational Technician
	LAURA DYER	Educational Technician
	ROBIN EMERY	Educational Technician
	YVONNE FICKETT	Educational Technician
	DEVIN GETCHELL	Educational Technician
	DEBRA JORDAN	Educational Technician
	JO-ANN KENT	Educational Technician
	TERESE MILLER	Educational Technician
	BRENDA NORWOOD	Educational Technician
	KIMBERLY SELLERS	Educational Technician
	SUSAN SILVEMAN	Educational Technician
	AMI SIMBARI	Educational Technician
	BEVERLY LONG	Secretary
	KAREN RICHTER	Accounting Clerk
	NELIA LAKE	Administrative Assistant
	LISA CROSSMAN	Cook
	STACEY HOLMES	Cook
	SHIRLEY LANNON	Cook
	KATIE AMES	Educational Technician
	JENNIFER BEAL	Educational Technician
	SALLY BOUTHOT	Educational Technician
	ELIZABETH CONNERS	Educational Technician
	CLYDE CUSHING	Educational Technician
	DIANE FENNELLY	Educational Technician
	JENNIFER FERNALD	Educational Technician
	ERIN GONYEA	Educational Technician
	MARILYN KITLER	Educational Technician
	KAREN KUSHNELL	Educational Technician
	BETH MITCHELL	Educational Technician
	ALEXIS PULLEN	Educational Technician
	CHRISTINE ROY	Educational Technician
	RACHEL TURNER-HAYDEN	Educational Technician
	JOYCE WHITE	Educational Technician
	SHERRI COX	Secretary

APPENDIX 7 – B
Proposed Regional School Unit 7
Personnel without Individual
Employment Contracts

SAU	EMPLOYEE	POSITION
ELLSWORTH (continued)	VICTORIA DESANCTIS	Secretary
	MARCHETA GREENWOOD	Secretary
	REBECCA ALBRIGHT	Adult Ed Instructor
	JENNIFER BEERS	Adult Ed Instructor
	EILEEN GREEN	Adult Ed Instructor
	KAREN HAMILTON	Secretary
	THERESE HUFF	Secretary, Pt Time
	RONDA DEBECK	Cook
	PATRICIA DYER	Cook
	CYNTHIA HAMILTON	Cook
	DAWN JORDAN	Cook
	ELIZABETH POWELL	Cook
	THEODORA URQUHART	Cook
	ELIZABETH BRUNTON	Educational Technician
	JENNIFER BULL	Educational Technician
	ROBIN CLARK	Educational Technician
	CHERYL CURTIS	Educational Technician
	DIANE CYR	Educational Technician
	SUSAN DENONCOURT	Educational Technician
	MICHELLE DEWITT	Educational Technician
	MARTI FLINT	Educational Technician
	LORRI FORTIER	Educational Technician
	SUSAN MACKAY	Educational Technician
	ANNETTE MACKO	Educational Technician
	DANIEL MORIN	Educational Technician
	KAREN MOZELAK	Educational Technician
	JOANNE RICHMOND	Educational Technician
	AMY SMALL	Educational Technician
	NICOLE STEEDE	Educational Technician
	WILLIAM STEPHENSON	Educational Technician
	EILEEN TOOLEY	Educational Technician
	FRANCIS DAILY	Food Services Director
	TERESA AUSTIN	Secretary
	MICHELLE BARNARD	Secretary
	ANN BATSON	Secretary
	PAMELA BARTON	Educational Technician
	PAMELA CALCIA	Educational Technician
	JULIA CONWAY	Educational Technician
	AMY FAUCHER	Educational Technician
	KELLI FROST	Educational Technician
	JYL KATSIAFICAS	Educational Technician
	JOYCE NESLUSAN	Educational Technician
	GLORIA SIROIS	Educational Technician
	NANCY SPRAGUE	Educational Technician
	KATHERINE TRACY	Educational Technician

APPENDIX 7 – B
Proposed Regional School Unit 7
Personnel without Individual
Employment Contracts

SAU	EMPLOYEE	POSITION
ELLSWORTH (continued)	BEATRICE ROMER	Secretary
	GEORGE PIERSON	Educational Technician
	PATRICIA DILLON	Secretary
	ALLAN METZLER	Computer Specialist
	DONNA SEARCHFIELD	Database Administrator
	CHARLES LIEBOW	Systems Administrator
	GREY MAXIM	Systems Administrator
	APRIL CLIFFORD	Systems Administrator, Coordinator
	MICHAEL CUMMINGS	Bus Driver
	GLENN GRANT	Bus Driver
	ROGER KEENE	Bus Driver
	CINDY ORCUTT	Bus Driver
	GEORGE PIERSON	Bus Driver
	ROBERT SLATER	Bus Driver
	JACKIE WYETH	Bus Driver
	JOYCE YOUNG	Bus Driver
	MORRIS YOUNG	Bus Driver, Head
	EARL GILLEY	Bus Driver, Mechanic
	JEANNE ABBOTT	Crossing Guard
	DENNIS BARNARD	Custodian
	JOYCE BRIEN	Custodian
	CHARLES BROOKS	Custodian
	AUGUSTUS BUTEAU	Custodian
	DONALD CLARK	Custodian
	KIMBERLY COLBETH	Custodian
	DONALD COMEAU	Custodian
	VIVIAN COMEAU	Custodian
	BUFFY DELLINGER	Custodian
	GUNTA GOSLAWSKI	Custodian
	KRZYSZTOF GOSLAWSKI	Custodian
	JOSHUA HENDERSHOTT	Custodian
	JENNIFER LAMBERT	Custodian
	BRIAN SHEDECK	Custodian
	JAMES SHEDECK	Custodian
	FRANK TRUNDY	Custodian
	CHARLES TURNBULL	Custodian
	CHARLES WILCOMB	Custodian
	MARY WOOSTER	Custodian
	WILLIAM NELSON	Maintenance
	CHARLES PIERPONT	Maintenance, Assist. Supervisor
	RUSSELL GRAY	Maintenance-Transp. Supervisor

APPENDIX 12 – A
Proposed Regional School Unit 7
Proposed Plan for various Administrative Functions

Position Title	Franklin	Union 96	Union 92	Ellsworth	Total	RSU 7
Superintendent	.3	1	1	1	3.3	1
Ass't Superintendent					0	1
Administrative Assistant	.2	1	1	1	3.2	1
Business Mgr/Fiscal Coordinator/Finance Dir		1	1	1	3	1
Human Resource Specialist					0	1
Accting Specialist/Bkkeeper			1.5	1	2.5	1**
Receptionist/Secretary					0	1
Curriculum Director		1	1	.5	2.5	1
Ass't Curriculum Director					0	1
Technology Director				1	1	1
Technology Coordinator		1			1	1
Data Specialist				1	1	1
Technology Specialist				2	2	2
Technology Assistant				1	1	1
Special Education Director		1	1	1	3	1
Ass't Special Ed Director					0	2
Special Education Secretary		2	.5	.5	3	2
Facilities/Transportation Dir				1	1	1
Food Service Director				1	1	1
					28.5	22*

*Change of 5.5 present positions includes

Positions	Estimated Savings
- 1.3 Superintendent	130,000
- 1.2 Administrative Assistant	48,000
- 1.5 Bookkeeper	50,000
- 0.5 Curriculum Director	40,000
- 1.0 Special Ed Secretary	30,000
Subtotal	298,000
Less: Savings to Trenton/Surry	(98,000)
Net Total	200,000

**Transition expenses may include the retention of all existing accounting related positions at a cost of approximately \$4,000/month until the accounting function is fully consolidated and remaining staff is fully trained.